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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

EMAD SILMI,
CHRISTOPHER YOUNG,
a.k.a. TOOTH,
HERBERT SHAW,
a.k.a. PORK,
SAMER ABU-KWAIK,
a.k.a. SAM KWAIK,
NELSON BENITEZ, JR.,
a.k.a. PAPA,
JONATHAN SMITH,
a.k.a. JASON,
JOHN DAVID CIARLILLO,
ANTHONY QUINN GREENLEE,
SANTANA JONES,
GREGORY LOWERY,
MOGAHED MUSTAFA,
a.k.a. MOJO,
ERKAN NEVZADI,
a.k.a. ERIC,

Defendants.

INDICTMENT

JUDGE BOYKO

CASE No. 1:17 CR 512

Title 21, Sections 846, 841(a)(1),
(b)(1)(A), (b)(1)(B), (b)(1)(C),
(b)(1)(D), 843(b), United States
Code;

Title 18, Section 1956(h), United
States Code

COUNT 1

The Grand Jury charges:

Beginning on or about January 1, 2016, and continuing to on or about March 31, 2017,
in the Northern District of Ohio, Eastern Division, and elsewhere, defendants EMAD SILMI,

CHRISTOPHER YOUNG, a.k.a. TOOTH, HERBERT SHAW a.k.a. PORK, SAMER ABU-KWAIK a.k.a. SAM KWAIK, NELSON BENITEZ, JR., a.k.a. PAPA, JONATHAN SMITH, a.k.a. JASON, JOHN DAVID CIARLILLO, ANTHONY QUINN GREENLEE, SANTANA JONES, GREGORY LOWERY, MOGAHED MUSTAFA, a.k.a. MOJO, ERKAN NEVZADI, a.k.a. ERIC, Y.E. (an individual known to the Grand Jury but not indicted herein), and others known and unknown, did knowingly and intentionally combine, conspire, confederate, and agree together and with each other and with diverse others known and unknown to the Grand Jury, to possess with intent to distribute and to distribute at least 5 kilograms of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance; 100 kilograms or more of a mixture or substance containing a detectable amount of marijuana, a Schedule I controlled substance, and a mixture or substance containing a detectable amount of N-Ethyl Pentylone, a Schedule I controlled substance analogue, as defined in 21 U.S.C. § 802(32), knowing that the substances were intended for human consumption, as provided in 21 U.S.C. § 813, in violation of Title 21, United States Code, Sections 841(a)(1), (b)(1)(A), (b)(1)(B), and (b)(1)(C).

MANNER AND MEANS OF THE CONSPIRACY

A. It was part of the conspiracy that EMAD SILMI obtained amounts of cocaine from SAMER ABU-KWAIK and various other suppliers in Cleveland, Ohio, and elsewhere.

B. It was further part of the conspiracy that CHRISTOPHER YOUNG, HERBERT SHAW, NELSON BENITEZ, JR., JONATHAN SMITH, and JOHN DAVID CIARLILLO, would obtain cocaine from SILMI at Global Auto Body & Collision, and elsewhere, for the purpose of distribution.

C. It was part of the conspiracy that EMAD SILMI obtained amounts of marijuana from SAMER ABU-KWAIK, JONATHAN SMITH, Y.E. (an individual known to the Grand Jury but not indicted herein), and various other suppliers in Cleveland, Ohio, California, and elsewhere.

D. It was further part of the conspiracy that Y.E. shipped large quantities of marijuana through the mail to EMAD SILMI. Subsequently, SILMI sent a series of checks and bulk cash to Y.E. through the mail as payment for shipments of narcotics while concealing the nature of the transactions as payments relating to his auto body business and loan repayments.

E. It was further part of the conspiracy that CHRISTOPHER YOUNG, HERBERT SHAW, NELSON BENITEZ, JR., ANTHONY QUINN GREENLEE, GREGORY LOWERY, SANTANA JONES, and MOGAHED MUSTAFA would obtain marijuana from SILMI at Global Auto Body & Collision, and elsewhere, for the purpose of distribution.

F. It was further part of the conspiracy that EMAD SILMI obtained amounts of N-Ethyl Pentylone, with members of the conspiracy referring to it as "Molly," from ANTHONY QUINN GREENLEE in Cleveland and Huron, Ohio, and elsewhere. GREENLEE obtained the N-Ethyl Pentylone from suppliers in China.

G. It was further part of the conspiracy that CHRISTOPHER YOUNG, HERBERT SHAW, SANTANA JONES, GREGORY LOWERY, MOGAHED MUSTAFA, and ERKAN NEVZADI, would obtain N-Ethyl Pentylone from SILMI at Global Auto Body & Collision, and elsewhere, for the purpose of distribution.

H. It was further part of the conspiracy that EMAD SILMI used the premises of his auto body shop Global Auto Body & Collision at 4317 West 130th Street, Cleveland, Ohio for the purpose of storing and distributing cocaine, marijuana, and N-Ethyl Pentylone.

I. It was further part of the conspiracy that ANTHONY QUINN GREENLEE used the premises of his residence at 3006 Cleveland Road West, Apartment 8, Huron, Ohio for the purpose of storing and distributing N-Ethyl Pentylone.

J. It was further part of the conspiracy that SAMER ABU-KWAIK used the premises of his business U.S. Motor Sales at 4927 Brookpark Road, Parma, Ohio and his residence at 7358 Meadow Lane, Parma, Ohio for the purpose of storing and distributing cocaine and marijuana.

K. It was further part of the conspiracy that the co-conspirators used cellular telephones to make and receive telephone calls and to send and receive text or other electronic messages to conduct their drug trafficking activity.

L. It was further part of the conspiracy that the co-conspirators conducted counter-surveillance of law enforcement and shared information with each other about law enforcement presence.

M. It was further part of the conspiracy that ERKAN NEVZADI and ANTHONY QUINN GREENLEE and others possessed and used firearms, ammunition, or other weapons to protect their drug trafficking activities.

N. It was further part of the conspiracy that the conspirators, when using cellular telephones or text messaging to conduct drug trafficking activity, used slang terms, street terminology, and code words and phrases for controlled substances, such as “molly” (N-Ethyl Pentylone), “fire” (high quality cocaine or N-Ethyl Pentylone), “harrika” (high quality narcotics) “white” (cocaine), “reggie” (marijuana), “hydro” (marijuana) to obscure and disguise the true nature of their activities and the true meaning of their conversations.

ACTS IN FURTHERANCE OF THE CONSPIRACY

In furtherance thereof, and to effect and conceal the existence of the conspiracy, the defendants and others performed acts in the Northern District of Ohio and elsewhere, including but not limited to the following:

1. On January 8, 2016, at approximately 5:58 p.m., JOHN DAVID CIARLILLO arrived at the parking lot of EMAD SILMI's Global Auto Body & Collision to obtain cocaine from his drug supplier, EMAD SILMI. At approximately 6:15 p.m., JOHN DAVID CIARLILLO met a person cooperating with law enforcement (hereafter "Source 1") at the Walgreens parking lot on West 130th Street in Cleveland, Ohio. During the meeting, CIARLILLO sold Source 1 approximately one ounce of cocaine (26.38 grams) in exchange for \$1,400. During the transaction, CIARLILLO advised Source 1 that he just came from his supplier's location and that his supplier currently had multiple kilograms of cocaine in his possession. After the transaction, both Source 1 and CIARLILLO departed the Walgreens parking lot in their respective vehicles, with CIARLILLO driving to Global Auto Body & Collision.
2. On January 14, 2016, at approximately 4:50 p.m., JOHN DAVID CIARLILLO met Source 1 at the Walgreens parking lot on West 130th Street in Cleveland, Ohio. During the meeting, CIARLILLO sold Source 1 approximately one ounce of cocaine (30.79 grams) for \$1,400. During the transaction, CIARLILLO requested that Source 1 purchase larger amounts of cocaine so both CIARLILLO and Source 1 could make more money per transaction. After the transaction, CIARLILLO drove his vehicle to Global Auto Body & Collision, exited his vehicle and entered the facility. Approximately 30 seconds later, CIARLILLO exited the facility, entered his vehicle, and left the area.

3. On March 24, 2016, at approximately 3:20 p.m., ERKAN NEVZADI met with two individuals cooperating with law enforcement (hereafter "Source 2" and "Source 3") at his automotive shop Advanced Auto Repair, located at 3991 Superior, Avenue in Cleveland, Ohio. At the meeting, NEVZADI informed Source 2 and Source 3 that he had eight pounds of marijuana, though Source 3 indicated that he was interested in buying "Molly." NEVZADI said that he was going to his guy's garage to get the "Molly." NEVZADI advised Source 2 and Source 3 to come back in an hour to pick up the drugs. Source 2 and Source 3 then departed and came back to NEVZADI's auto shop at approximately 4:25 p.m. In the auto shop, NEVZADI showed Source 2 and Source 3 a one-ounce baggie and a two-ounce baggie containing what NEVZADI described as "Molly." After Source 3 gave NEVZADI \$450. In exchange, NEVZADI provided Source 2 and Source 3 with a clear plastic baggie containing 27.7 grams of a white and brown hard block-like substance subsequently identified as N-Ethyl Pentylone, which NEVZADI referred to as "Molly." NEVZADI gave the Sources his phone number and advised that he had an endless supply of "Molly" and marijuana. He also explained that the price for "Molly" is \$450 per ounce, the price for "Reggie" marijuana was \$1,000 per pound with a \$50 delivery fee, and the price for "Hydro" marijuana was \$2,800-2,900 per pound.

4. On April 8, 2016, at approximately 3:08 p.m., Source 3 called ERKAN NEVZADI, telling him that he wanted two ounces of Molly. NEVZADI stated that he would call his guy and get back to Source 3. Shortly thereafter, NEVZADI called Source 3 back, telling him that they needed to go to a location off of State Road and that Source would need to follow NEVZADI in Source 3's vehicle. Source 3 then drove to NEVZADI's automotive shop Advanced Auto Repair, located at 3991 Superior, Avenue in Cleveland, Ohio, arriving there at 3:17 p.m. A few minutes later, Source 3 departed 3991 Superior Avenue, following

NEVZADI's car to a BP Gas Station, located at 2535 Superior Avenue in Cleveland, Ohio. At the gas station, NEVZADI showed Source 3 a silver-plated 9MM pistol and offered to find another one like it to sell to Source 3. NEVZADI and Source 3 then departed in their respective vehicles to EMAD SILMI's Global Automotive Services, located at 4317 W 130th Street in Cleveland, Ohio. At approximately 3:37 p.m., NEVZADI and Source 3 arrived at SILMI's auto body shop. There, NEVZADI sold Source 3 approximately one ounce of "Molly" (later identified as 27.42 grams of N-Ethyl Pentylone) for \$460 and did not sell Source 3 the second ounce, because Source 3 had insufficient funds.

5. On April 21, 2016, at approximately 5:18 p.m., JOHN DAVID CIARLILLO met Source 1 at the Walgreens parking lot on West 130th Street in Cleveland, Ohio. During the meeting, Source 1 gave CIARLILLO approximately \$2,800 for two ounces of cocaine, with CIARLILLO informing Source 1 that he had to leave to pick up the cocaine. CIARLILLO then drove to SILMI's Global Auto Body and Collisions. CIARLILLO entered the store and exited about ten minutes later. CIARLILLO then drove back to the Walgreens parking lot, where he met with Source 1 and gave him two clear plastic bags, with the two bags containing a total of approximately 53.88 grams of cocaine.

6. On April 26, 2016, at approximately 6:27 p.m., Source 1 called JOHN DAVID CIARLILLO on the telephone. During the call, Source 1 said, "I talked to him (my cocaine customer). He said he's got enough cash put aside to get six of them (six ounces of cocaine)." CIARLILLO replied, "Ok, I mean, yeah, whatever. Whatever you want to do, man." Source 1 then asked, "When would be good? Do you got to call and make sure he's (your cocaine supplier) got it (six ounces of cocaine)?" CIARLILLO replied, "Yeah, I'll make sure he's got

that many (I'll make sure my supplier has six ounces of cocaine available for sale). I'll shoot him a text." Source 1 replied, "Alright."

7. On April 26, 2016, between approximately 6:34 p.m. and 6:39 p.m., JOHN DAVID CIARLILLO, texted SILMI over the telephone. CIARLILLO typed, "6? On deck (do you have six ounces of cocaine available for sale)?" SILMI replied, "Yep." CIARLILLO replied, "Ok."

8. On April 28, 2016, at approximately 4:50 p.m., JOHN DAVID CIARLILLO met Source 1 at the Walgreens parking lot on West 130th Street, Cleveland, Ohio. During the meeting, Source 1 provided CIARLILLO with \$7,000 for cocaine. CIARLILLO then exited the Walgreens parking lot, arrived at SILMI's Global Auto Body & Collision and entered the store. About two minutes later, CIARLILLO left Global Auto Body & Collision and returned to Source 1 at the Walgreens parking lot. CIARLILLO then provided Source 1 with four clear plastic baggies, with the two bags containing a total of 138.03 grams of cocaine.

9. On May 19, 2016, at approximately 11:29 a.m., CHRISTOPHER YOUNG called EMAD SILMI on the telephone. After initial greetings, YOUNG said, "I'm just doing a little running around down around (unintelligible), um, I should be coming to see you just a little bit after four. You'll be around, over there?" SILMI replied, "Yep, yep." YOUNG then asked, "We good on the white, too (do you have cocaine available for sale)?" SILMI replied, "Yep, I don't even like to say that, but, word, but yeah, we good." YOUNG replied, "Alright." SILMI replied, "You know, just assume we good (always assume we have cocaine available for sale instead of explicitly asking for it in a telephone conversation)." YOUNG replied, "Ok, sounds great."

10. On May 20, 2016, between approximately 5:31 p.m. and 5:33 p.m., GREGORY LOWERY had the following text message exchange with EMAD SILMI. SILMI asked, "When can we settle up little bro(?)." LOWERY replied, "Monday kool (cool) for you(?)" SILMI replied, "Cool, thank you." On June 2, 2016, between approximately 9:39 a.m. and 9:43 a.m., the two had another exchange of text messages. SILMI asked, "How we doing little bro(?)" LOWERY replied, "Its Movin' not as fast as I want but goin (I'm selling the narcotics, but not as fast as I would like)." SILMI replied, "Ok."

11. On May 26, 2016, at approximately 5:41 p.m., HERBERT SHAW called EMAD SILMI on the telephone. After initial greetings, SILMI and SHAW discussed when they could meet. Later in the conversation, SHAW asked, "Is the fire (cocaine) good (quality), or it's the same thing, or something?" SILMI replied, "Absolutely (the cocaine is good quality)." SHAW replied, "Yeah, 'cause I'm probably gonna have to get something (more cocaine) for the holiday, everybody been mad (everyone wants to buy cocaine), but it's (unintelligible)." SILMI interrupted, "Oh man, it's been crazy, bro. It's been crazy, holiday, everybody been saving up to party all week-end, so..." SHAW replied, "I know that's why I just putting a bug in with you, 'cause it's like, s**t, I gotta make sure I stay on top of s**t while I can." SILMI replied, "Absolutely." SHAW replied, "Alright, and one more thing. Did you ever try to cook up any of that (did you ever try to cook any of the cocaine into crack)?" SILMI replied, "I've never had a problem (with the quality of my cocaine), my dude (supplier) buys it (cocaine) all the time. My dude buys the whole one's of them (kilograms of cocaine) and he goes and tests it first (my supplier tests the cocaine for quality before he purchases the cocaine). It comes back as A1 (excellent quality)." SHAW replied, "Yeah, his comeback (quality check) was cool. Yeah, I was wondering 'cause somebody had grabbed something small (someone had purchased a small

amount of cocaine from me), like a little seven (seven grams of cocaine) and he was like, ‘man it only came back to five (he cooked it into crack and it only came out to five grams of cocaine),’ and I was like, ‘you know I ain’t really know.’” SILMI replied, “Oh dude, he’s (you customer) full of s**t. This s**t (cocaine) is fire (excellent quality). I’ll tell you like this, I swear to you, I got the whole thing (kilogram of cocaine) myself and I’m the only one that’s seeing it. Nobody touches it.” SHAW replied, “That’s why I asked you just for the feedback, ‘cause you know I don’t have no problem with it, the way I’m going. You know it’s just best to keep my feedback going. That’s all.” SILMI replied, “Oh yeah, yeah. Well you know what, sometimes there’s dudes that are straight up and then there’s sometimes dudes that are just trying to, you know, always whine to get that extra break. You know what I mean? I got them, you got them, we all got them. You could give them the moon and the stars and they still gonna f**king bitch.” Later in the conversation, SILMI asked, “You ain’t got no complaints from anybody else, have you?” SHAW replied, “I mean, you know I don’t really mess with it like that (I normally do not sell small quantities of cocaine to individuals who cook it into crack).” SILMI replied, “Ok. Yeah, ‘cause I, it’s been, everybody (all of my cocaine customers) loves it.” SHAW replied, “I mean yeah, they love it, I was just wondering how, did it lose anything, you know, as far as like, you know people just be crying, he crying ‘bout two grams (of cocaine).” SILMI replied, “Yeah.”

12. On May 27, 2016, at approximately 2:34 p.m., EMAD SILMI called JONATHAN SMITH on the telephone. After initial greetings, SMITH said, “So I’m ‘bout to make moves that way (I am about to come see you). This is what I was gonna ask you. Are you ready to get with me on the old side (do you have money for the narcotics I previously provided you)?” SILMI replied, “The um...” SMITH replied, “Are you done with the old (have you sold the marijuana I previously provided you), ‘cause I wanted to, I wanted to see if I could grab what was left over

(money from SILMI'S prior marijuana transaction with SMITH) from the old (prior marijuana transaction) and then hit you up with something new (provide you more marijuana) on the trade (in exchange for cocaine SILMI will provide SMITH)." SILMI replied, "I have some, I have ninety percent of it (I have ninety percent of the money I owe you for our previous marijuana transaction)." SMITH replied, "Oh, s**t. Enough said, brother. But you hear my format (idea). I wanted to come back and then use that on the trade (I want to provide you with more marijuana in exchange for cocaine)." SILMI replied, "Yeah, that's fine." SMITH replied, "Alright, bet. I'll be to you by six o'clock." SILMI replied, "We'll work it out." At approximately 6:46 p.m., JONATHAN SMITH arrived at Global Auto Body & Collision. SMITH was observed exiting the vehicle, opening the trunk, removing a large black duffel bag and taking it inside Global Auto. At approximately 7:05 p.m., SMITH and SILMI were observed exiting Global Auto. SMITH did not have the duffel bag that he had removed from his trunk. SMITH was observed moving his vehicle at the direction of SILMI. At approximately 7:07 p.m., SMITH and SILMI both re-entered Global Auto. At approximately 7:08 p.m., SMITH was observed exiting Global Auto carrying the bag that he had removed from his trunk. At approximately 7:11 p.m., a white four door Chrysler sedan arrived at Global Auto. There were two males inside the vehicle. SMITH entered the vehicle with the black duffel bag, and the vehicle departed the area. At approximately 7:27 p.m., the white Chrysler arrived at a car rental facility. SMITH exited the vehicle and entered the car rental facility, carrying what appeared to be an empty black duffel bag.

13. On May 29, 2016, at approximately 11:24 p.m., MOGAHED MUSTAFA had the following text message exchange with EMAD SILMI. SILMI texted, "Habibi (Arabic term for "friend") can we settle up soon (can you pay the money you owe me for our prior narcotics

transaction)?" MUSTAFA did not reply that evening; however, on May 30, 2016, between 2:54 p.m. and 8:02 p.m., MUSTAFA and SILMI had the following text message exchange, in reply to SILMI's prior text message. MUSTAFA typed, "Yea inshallah (Arabic term meaning God willing) I can tonight or tomorrow (I can pay you tonight or tomorrow). I'm not gonna lie I been ready for (you) since Friday. U (you) know how it goes it just to (too) much s**t to do always." SILMI replied, "No prob (problem) just him me up (contact me when you are ready). (I) Could really use the Dow (money)."

14. On May 31, 2016, at approximately 7:12 p.m., EMAD SILMI called JONATHAN SMITH on the telephone. During the first part of the conversation, SILMI and SMITH discussed SILMI assisting SMITH with a vehicle repair, among other matters. Later in the conversation, SILMI said, "Man you ain't gonna believe this, bro. Man, them mother f**king, uh...man I'll tell you in person, but just keep me in mind every time you come in the city, 'cause one of these bitch ass wangster f**king FedEx driver's jacked my n***** pack (a Federal Express driver stole narcotics from my supplier)." SMITH replied, "Oh, are you serious?" SILMI replied, "Yep, twenty-two of them (twenty-two pounds of marijuana)." SMITH replied, "Oh, that hurts." SILMI replied, "My n**** (drug supplier) over there (the west coast), he can't even eat. He's sick as f**k. So whenever, I mean I know you're my friend and you don't find any happiness in that, but I'm gonna end up spending some more dough with you (I know you do not enjoy seeing me lose money, but as a result I will need to purchase more narcotics from you)." SMITH replied, "Ok. I got you. There's only so much I can do on that specific lane, but when I can I got you (my ability to obtain larger amounts of marijuana is limited, but I will attempt to do so)." SILMI replied, "I'm just saying, whenever you come to the city, if you got a couple of them (pounds of marijuana) for me, drop them on me because my dude is hurting right now and, uh, I

need to keep moving (I need to continue to sell marijuana)." SMITH replied, "If I can make it early I might come through tomorrow." SILMI replied, "Whatever you need, whatever, we'll make it happen. I got you." SMITH replied, "'Cause I can just kind of holler at my peoples (my marijuana suppliers) and tell them that it's specific and official and they can kind of just show me a little more love (they can provide me larger amounts of marijuana), for real, for real. Let me see what I can do, bro. 'Cause you look out for me. For real." SILMI replied, "Thank you."

15. On May 31, 2016, at approximately 7:55 p.m., EMAD SILMI sent a text message to CHRISTOPHER YOUNG, which stated, "Tooth I need you to stay on these n**** (narcotics customers) the team (SILMI's drug trafficking organization) took a massive loss today I need to be supper (super) tight and on top of everything (I need you to stay on top of collecting money for our drug transactions) Please."

16. On May 31, 2016, at approximately 9:40 p.m., CHRISTOPHER YOUNG called EMAD SILMI on the telephone. After initial greetings, YOUNG said, "I'm using my bro's phone. It's just a pre-paid, so I don't know if you want to... 'cause mine's off 'till tomorrow. I didn't get a chance to get over there and pay." SILMI replied, "Man, the team took a sixty-thousand dollar loss today, bro." YOUNG replied, "No, dude." SILMI replied, "Yeah, bro, very sad day. We think the n**, f**king Fed-Ex driver got it." YOUNG replied, "Motherf**ker." SILMI replied, "Yeah, I think he nabbed it, bro. He called my dude that was gonna receive it, called him on a different line and said, 'hey man,' because he's been his driver for a long time, and he said, 'yeah, bro you should've told me. Them two packs got knocked, like, they gave them to me empty boxes. I'm supposed to deliver them to you, I'm calling to warn you.' You know they don't do that." YOUNG replied, "No right. Not at all." SILMI replied, "So, this motherf**ker got us. If we do something to him, then he's gonna go run and tell the police."

YOUNG replied, "Right." Later in the conversation, YOUNG said, "Well I'm gonna tell you what. I'm gonna talk to you tomorrow because the mail thing is not being too kind. So I think there might be another route." SILMI replied, "If you got one, let me know, bro." YOUNG replied, "Somebody just said something to me that I know that it might be a real good thing. So I'll talk to you when I see you tomorrow." SILMI replied, "Alright."

17. On June 2, 2016, between approximately 8:19 p.m. and 8:31 p.m., SANTANA JONES had the following text message exchange with EMAD SILMI. SILMI typed, "Next time you come you gotta come strong and take care of this tab (money you owe me for prior drug transactions) you got. It's really starting to bother (me)." JONES replied, "Ok."

18. On June 3, 2016, at approximately 11:46 a.m., EMAD SILMI called SAMER ABU-KWAIK on the telephone. The conversation took place in Arabic and the following transcription is the result of a translation. After initial greetings, SILMI asked, "When you bring...when you bring the car to repair it...uh...the one that the kid wrecked?" KWAIK replied, "Yes." SILMI then stated, "There is a piece of chocolate (there is narcotics in the vehicle)." KWAIK asked, "Of the dust?" SILMI replied, "No (not heroin)...the other one...uh...the car...uh...the large one. My buddy likes it. The white one (cocaine)." KWAIK replied, "Ah, ok don't worry." SILMI replied, "Ok, I will call." KWAIK replied, "Ok."

19. On June 3, 2016, between approximately 3:55 p.m. and 4:01 p.m., ANTHONY QUINN GREENLEE, had the following text message exchange with EMAD SILMI. GREENLEE texted, "Ur (your) dood (narcotics supplier) come through yet??" SILMI wrote back, "Hehe (my narcotics supplier) does not have fire (high quality narcotics) right now." GREENLEE text, "What's he have? Even if he just got loud (lower quality narcotics) I will get

it.” SILMI replied, “I seen it (the narcotics) it’s not good (not good quality). I’ll show it (the narcotics) to you.

20. On June 3, 2016, at approximately 7:23 p.m., ANTHONY QUINN GREENLEE called EMAD SILMI on the telephone. After initial greetings, GREENLEE asked, “I just wanted to get uh...of the 27 (of the marijuana you are selling for \$2,700 per pound), a half p (pound).” SILMI replied, “You want the 28 one (the marijuana I am selling for \$2,800 per pound)?” GREENLEE replied, “Whatever one, yeah just a half pound of that (one-half pound of marijuana).” SILMI replied, “Ok, I’ll meet you...I got to meet my wife, pick my wife up and then I’ll probably meet you over there around, uh...is eight-thirty good?” GREENLEE replied, “It’s on your convenience.” SILMI replied, “Alright, I’ll call you when I’m on my way there.”

21. On June 4, 2016, at approximately 5:43 p.m., SANTANA JONES called EMAD SILMI on the telephone. After initial greetings, JONES said, “I got that text and everything, I’m gonna come pay you. I can link up with you today and pay you some of this money.” SILMI replied, “I’m done for the day, bro, I’ll see you on Monday.” JONES replied, “Alright.”

22. On June 6, 2016, at approximately 10:00 a.m., EMAD SILMI called SAMER ABU-KWAIK on the telephone. The conversation took place in Arabic and the following transcription is the result of a translation. After initial greetings, SILMI said, “If you are able to, we are in need of another piece of chocolate (kilogram of cocaine).” KWAIK replied, “Yes, don’t worry.”

23. On June 10, 2016, at approximately 12:11 p.m., HERBERT SHAW sent a text message to EMAD SILMI. SHAW typed, “9 4 qp plz asap (I need one quarter pound of marijuana for \$900).” Approximately four minutes later, SILMI called SHAW and the following conversation took place. SHAW said, “You see what I had (what I requested)? That plus what I

got from you last night, the one.” SILMI replied, “Yeah, it was, I added um, the...I didn’t add the four ounces (of cocaine), you paid me cash for that.” SHAW replied, “Yeah, I was gonna pay you, um, for the one (narcotics) I got last night, and then I had like nine, I was trying to see if I could get (unintelligible), please.” SILMI replied, “You know I got you. I paid a heavy ticket for it, so I got to get a minimum of nine-fifty (\$950) for the motherf**ker (for the quarter pound of marijuana), but...I could do nine-fifty, is that cool?” SHAW replied, “Alright, well um, s**t I’ll be to get it. Give me about like an hour and twenty minutes, (until) my wife get back with the car, then I’ll be straight over to get that, with the two-fifty from last night, too (the \$250 I owe you from our prior narcotics transaction).” SILMI replied, “Thank you brother, I’ll be here.”

24. On June 11, 2016, between approximately 4:44 p.m. and 5:12 p.m., JONATHAN SMITH had the following text message exchange with EMAD SILMI. SILMI typed, “you still coming threw (through) today?” SMITH texted, “Ok, i am but I’m leavin (leaving) a lil (little) later than I thought. Won’t be around til like 9:30-10.” SILMI typed, “Ok.” SILMI then asked, “Did you still need to seen (see) me on the other (do you still need to obtain cocaine from me)?” SMITH texted, “Yeah, one (one unit of cocaine).” SILMI replied, “Ok.”

25. On June 11, 2016, at approximately 10:52 p.m., MOGAHED MUSTAFA called EMAD SILMI on the telephone. After initial greetings, SILMI asked, “What’s your schedule tomorrow?” MUSTAFA replied, “It’s open all day.” SILMI replied, “Ok, so I got one that’s put up. We can go get it until this n***** comes through, ‘cause he (my marijuana supplier) was supposed to be here at ten, then he called me and said he’s not gonna make it ‘till tomorrow, so I don’t know when (unintelligible).” MUSTAFA replied, “I can wait.” SILMI asked, “Can you wait?” MUSTAFA replied, “Yeah.” SILMI replied, “Ok, habibi.”

26. On June 12, 2016, between approximately 12:42 a.m. and 12:57 a.m., ANTHONY QUINN GREENLEE, had the following text message exchange with EMAD SILMI. SILMI typed, "My friend keeps driving me crazy over those ones I gave back. What should I tell him." GREENLEE replied, "(your friend is) Just going to have to sit down and wait and relax(.) being all hyped up isnt going to make it (the narcotics) come any faster(.) as soon as ut (it) comes in you're the first (customer) on my list(.)" SILMI replied, "I'm not trippin(.) I understand brother. I'm just asking you cause he asked me. You still have those 5 (quantity of narcotics I returned to you) maybe I can dump them (sell them) for him and shut him the f**k up (by giving him the money from the sale). We will figure (it) out. I'm (going to) tell his ass to sit down and relax. See how it is(,) no good deed goes unpunished. Mother f**kers always crying like baby's (babies). That (is) why you always gotta tax (charge extra for narcotics) the f**k out of them (narcotics customers) cause they alway(s) gonna put a n**** threw (through) some bull s**t." GREENLEE texted, "Man i (I) had move(d) them at a low ticket (I sold the narcotics for less money) because of the texture (of the narcotics)(,) but that money got tookin (stolen) when those f**k boys (robbers) got me (robbed me) but i (I) got him still covered on his 4 nd (and) a half (the four and a half units of narcotics your customer purchased and returned) tho (though). He (your customer) cant (can't) really say anything(.) hes (He's) lucky im (I'm) even making it up only because thats ur dood (I'm only agreeing to re-supply him with narcotics because he is your customer), but thats (that's) like getting a key (kilogram of narcotics) from (a drug) cartel and bringing 4 (kilograms of narcotics) back because it seems funny (because the narcotics are not great quality)(.) this is s (a) nin (non) refund business. Esp (especially) if for as long as he had it (the narcotics)(,) but everything will be smooth soon im (I'm) hoping." SILMI replied, "Like I said(.) I understand. N**** on that pre maddona (prima donna) Fa****t s**t when it

comes to that Molly (the customers for our N-Ethyl Pentylone are picky). They act worse than bitches. But the (they) are really good clients (drug customers)(,) so I want to do right by them. Just when ever (whenever) it gets right lets (let's) make it right (when you get more N-Ethyl Pentylone, we will re-supply my customer).”

27. On June 13, 2016, between approximately 9:03 p.m. and 9:33 p.m., MOGAHED MUSTAFA had the following text message exchange with EMAD SILMI. SILMI typed, “Man bro. I’m trippin (tripping) I forgot to bring the half pound (of marijuana). I’m sorry habibi. Please for give (forgive) me. Let’s hook up tomorrow. I’ve got so much on my mind.” MUSTAFA replied, “U and me both I got u (we can meet tomorrow).” SILMI replied, “Thank you brother.” MUSTAFA replied, “No problem.”

28. On June 14, 2016, at approximately 7:07 p.m., EMAD SILMI called ANTHONY QUINN GREENLEE on the telephone. After initial greetings, SILMI said, “It’s crazy, I just got into a f**king...you know just like an hour ago, before you said, you know, the protein (N-Ethyl Pentylone) was in, I f**king got into an argument with this f**king dude (my N-Ethyl Pentylone customer). I got into like a yelling argument with this mother f**ker about the workout. He’s like, ‘I’m losing patience,’ and I’m like, ‘what the f**k is wrong with you, dude. I told you I’m gonna come through for you, and my dude said that he would come through for you and look out for you, and you’re calling me with this f**king bull-s**t, that you’re losing f**king patience. We been friends for f**king twenty years.’ You know what I mean?” GREENLEE replied, “Right, yeah. I say f**k him, man, but you know I always follow through my word, whatever, even though it’s gonna hurt me (financially) right now.” SILMI and GREENLEE then discussed an incident during which GREENLEE was robbed. Later in the conversation, GREENLEE said, “Tell your boy I had to go up on price.” SILMI replied, “It is what it is, bro. I just want to give

them back what they gave me.” GREENLEE then said, “It was less than four and a half, it wasn’t a full five.” SILMI replied, “Yeah, and then that way I can just get them to shut the f**k up and not have to f**king deal with them, and then me and you will work out whatever we work out. I’ll see you tomorrow.” GREENLEE replied, “Alright.”

29. On June 15, 2016, between approximately 12:20 p.m. and 1:02 p.m., SANTANA JONES had the following text message exchange with EMAD SILMI. SILMI typed, “Molly (N-Ethyl Pentylone) is back. This price went up.” JONES replied, “Ok. How much(?)” SILMI replied, “450.00 (\$450 per ounce).”

30. On June 15, 2016, at approximately 3:25 p.m., CHRISTOPHER YOUNG called EMAD SILMI on the telephone. After initial greetings, YOUNG asked, “I just wanted to see if I could grab a little bit of something (narcotics) so I can, um...there are a couple of these wholesalers (drug traffickers) I wanted to (supply with narcotics)...so...” SILMI asked, “Yeah, that’s no problem. What do you mean, like, the Molly (N-Ethyl Pentylone)?” YOUNG replied, “Just something small, yeah, yeah, yeah, yeah (yes, the Molly).” SILMI replied, “Ok.”

31. On June 30, 2016, at approximately 11:44 p.m., EMAD SILMI called MOGAHED MUSTAFA on the telephone. After initial greetings, MUSTAFA said, “I wanted to come see you so I could give you some money (money from previous narcotics transactions MUSTAFA conducted for SILMI), but uh...I mean do you want me just come tomorrow to the shop, because I need some (more narcotics) anyway.” SILMI replied, “Absolutely, come on by. And I got some cheap stuff (narcotics) too.” MUSTAFA replied, “Ok, cool.” SILMI then said, “So I can give you some hellou (Arabic word for ‘sweet stuff’), and some good s**t (quality narcotics) and some cheaper stuff (narcotics).” MUSTAFA replied, “Ok, you just made me horny.” SILMI replied, “Absolutely. You know what’s f**ked up, I’m shocked the molly (N-

Ethyl Pentylone) hasn't took off up there, bro (I am surprised you have not been able to sell the N-Ethyl Pentylone I supplied you)." MUSTAFA replied, "You know what, actually, everybody was asking me for it (N-Ethyl Pentylone) and then I started selling to everybody, but it's not the same one I showed everybody (the N-Ethyl Pentylone I have now is not the same quality as the N-Ethyl Pentylone you previously supplied me), and I don't feel like selling (the N-Ethyl Pentylone) to everybody again, then it's low (quality), and then I got to wait, and then all the sudden, when everybody wants it, it (the quality) might be different again, you know (MUSTAFA does not want to sell the N-Ethyl Pentylone SILMI is supplying him because the quality of the N-Ethyl Pentylone SILMI is supplying is inconsistent)?" SILMI replied, "No n****, it's fire (the N-Ethyl Pentylone I have now is high quality), n****, I guarantee you. I guarantee or your money back, bro." MUSTAFA laughed, then SILMI said, "It's f**king harrika (Arabic word for 'on fire'), these n*****..." MUSTAFA asked, "What's the ticket (price) on it (N-Ethyl Pentylone) right now?" SILMI replied, "Right now it's f**king arbaamiyyah (Arabic word for 400) a zip (\$400 per ounce of N-Ethyl Pentylone). But if you take more than one, I can get it down to three-fifty (\$350 per ounce)." MUSTAFA replied, "Ok, ok. Yeah, I'll see what's up. I'll see what's up tomorrow." SILMI replied, "Because the abeed (Arabic word for slave) on the east side eating this s**t (N-Ethyl Pentylone) up, bro." MUSTAFA replied, "I know, these n***** out here in Lorain and Elyria are bums. They're bums, bro." SILMI replied, "Yeah, they're a little bit poorer. But they do, all they spend their money on is drugs." MUSTAFA replied, "Yeah, no doubt, no. It's the same thing as East Cleveland, it's just they're (drug customers) slower." SILMI replied, "I hear, habibi, I hear it."

32. On July 1, 2016, at approximately 3:34 p.m., NELSON BENITEZ, JR., called EMAD SILMI on the telephone. After initial greetings, SILMI and BENITEZ discussed

BENITEZ's health. Later in the conversation, BENITEZ, JR. said, "My step-dad called me, man, he wants to know what you want to do about that car. Should he drop it off, or what, you know?" SILMI asked, "The car that he wants me to do?" BENITEZ, JR. replied, "Yeah, that little Toyota, and then he said he's got those other two that, I don't know if you want to put them on the lot, or whatever, I don't know." SILMI replied, "Yeah, yeah, we can work something out." BENITEZ, JR. then said, "And then he called me for that action (cocaine) man, I just can't get up, man." SILMI asked, "You can't get up?" BENITEZ, JR. replied, "I can't even walk, bro. They (medical personnel) gave me crutches, man, but I can't put no weight on my right hand to walk on the crutches." SILMI replied, "Oh, ok." BENITEZ, JR. then said, "You know what I'm saying, my wrist is still f**ked up, bro." SILMI then asked, "Ok, so what do you want to get?" BENITEZ, JR. replied, "I was gonna send him (BENITEZ JR.'s step-father) to you, man, you know what I mean, if you wanted to put him together real quick for a halfie (sell him a half ounce of cocaine)." SILMI replied, "Ok, I'll do that for you." BENITEZ, JR. replied, "No problem, bro, I appreciate it." SILMI asked, "What do you want me to charge him (your step-father)?" BENITEZ, JR. replied, "Charge him the six-fifty, man (\$650 for one half ounce of cocaine). And then keep the twenty-five (\$25), we'll figure it out, man." SILMI asked again, "What do you want me to charge him (BENITEZ, JR.'s step-father)?" BENITEZ, JR. replied, "six-fifty (\$650)." SILMI replied, "Ok." BENITEZ, JR. then said, "You know what I mean, so it will be, whatever, the thirteen, man, you know what I mean (normally we conduct one ounce cocaine transactions for \$1,300, so I am asking you to sell one-half ounce of cocaine to my step-father for half of that price)? That's what I charged him anyway, I don't really put no tax on him really (I do not charge my step-father more than you charge me for the cocaine)." SILMI

replied, "Oh, it's for pops, yeah." SILMI and BENITEZ, JR. finished the conversation discussing a leg injury BENITEZ, JR. recently suffered.

33. On July 2, 2016, between approximately 12:43 a.m. and 12:46 a.m., NELSON BENITEZ, JR. and EMAD SILMI had the following text message exchange. BENITEZ, JR. typed, "Cool bro ima try to bring u everything I have (I am going to try to bring you the money I owe you for our prior narcotics transactions) and run and collect wat owed (and collect the money my customers owe me for the narcotics I provided them, which I initially obtained from you) we should be on point tho no prob (I will provide you all the money I owe you for our prior narcotics transactions)." SILMI sent a text reply, "Thx (thanks) bro." SILMI then typed, "I took car (care) of pop for you (I provided your step-father with cocaine, per our prior conversation)." BENITEZ, JR. replied, "Sorry for the inconvenience." BENITEZ, JR. then typed, "Good thanks." SILMI replied, "No big deal. I trust you bro. Any one (anyone) else I would said he'll (hell) no."

34. On July 5, 2016, at approximately 8:22 p.m., CHRISTOPHER YOUNG called EMAD SILMI on the telephone. After initial greetings, SILMI asked, "Yesterday when I gave you that, did we go over the numbers (the amount of money you owe me for our prior drug transactions)?" YOUNG replied, "No we didn't." SILMI replied, "Ok. Did you give me any money yesterday?" YOUNG asked, "Did I what? Hold on, let me look. Yeah, I gave you some money. I gave you three hundred (\$300)." SILMI replied, "Three hundred, ok. So I got to add a stack (\$1,000) to the..." YOUNG replied, "Yeah. So we should be at 4313 (\$4,313). I think. Double check." SILMI replied, "If we didn't go over the books then we should be at...if we didn't do anything...wait, you gave me a stack (\$1,000) on..." YOUNG replied, "I added it." SILMI then asked, "Do you have that in your thing (the book you use to track our narcotics

transactions) that you..." YOUNG interrupted, "Yeah, I gave you that thousand, that one night I came over, remember. For the fireworks (I gave you \$1,000 the night that I came to your house to watch fireworks)." SILMI replied, "Ok, so that brought us to..." YOUNG said, "thirty-four thirteen (\$3,413)." SILMI replied, "Ok, and then..." YOUNG replied, "And then I gave you three hundred..." SILMI interrupted, "Yesterday. So that brings us to forty-four thirteen (\$4,413), ok." YOUNG replied, "Yep." SILMI replied, "Just had to make sure we were both on the same track, ok." YOUNG then said, "Yep, and I'm running some chunkers down (I am collecting money from individuals who purchased your narcotics from me), so...I'll be seeing you tomorrow (to provide you with more money)." SILMI replied, "Alright."

35. On July 5, 2016, between approximately 8:29 p.m. and 8:31 p.m., EMAD SILMI sent a series of text messages to CHRISTOPHER YOUNG. SILMI typed, "Pleaser (Please) check you records because I think we are hire (higher) than 4413.00 (\$4413) cause I did not touch my numbers yester (yesterday) and are (our) nubers (numbers) were high cause of the pills (you owe me more money because I provided you with prescription narcotics you have not paid for). You documents (document) everything (you have to document all of our narcotics transactions)." SILMI then typed, "It should be 5414 (you owe me \$5,414 for prior narcotics transactions)." SILMI next typed, "5413 (\$5,413)."

36. On July 5, 2016, at approximately 8:34 p.m., CHRISTOPHER YOUNG called EMAD SILMI on the telephone. After initial greetings, YOUNG said, "You're right, but you only gave me fifty of those (you only gave me fifty pills). So it should be six hundred (I should owe you \$600 for the fifty pills)." SILMI replied, "Yeah, no, no." YOUNG interrupted, "It should be six (\$600) on top of that forty-three (I owe you \$600 on top of the \$4,300 I already owed you for our prior narcotics transactions). Or the forty-four (\$4,400). So it should be under

five thousand (\$5,000).” SILMI replied, “Well no, we did the math in the car that day. We did the math in the car that day, and everything should be good, except you gave me three hundred (\$300) yesterday, and I forgot to add a stack (\$1,000) to it. Me and you did the math and we did everything in the car.” YOUNG replied, “Right, so, but ok ‘cause look, I got the thousand (\$1,000) I gave you the night before, the night of the fireworks.” SILMI replied, “That should have brought us down...” YOUNG interrupted, “It brought us down to thirty-four thirteen (\$3,413). Then I gave you three hundred (\$300). Ok, that dropped us down to thirty-one thirteen (\$3,113). Then you gave me another zip (one ounce of cocaine) (unintelligible), and then the pills. So that should add nine-teen hundred (\$1,900) on to that (\$600 for the fifty pills and \$1,300 for the one ounce of cocaine).” SILMI replied, “I gave you the pills the day before, we already did all the math for that. Then you came over to my house and you gave me a stack (\$1,000). You should have it in your thing (the document you use to track our narcotics transactions).” YOUNG replied, “I have it. The thousand (\$1,000) that I gave you knocked us down to thirty-four (\$3,400). Then I gave you another three hundred (\$300), then that knocked it down, then you gave me that (one ounce of cocaine) and the pills. So you would have to add nine-teen hundred (\$1,900) onto the thirty-one (\$3,100) something.” SILMI and YOUNG continued to discuss how much money YOUNG owes SILMI, and later in the conversation, SILMI said, “No, but what I’m trying to tell you is, me and you did all our math, complete math, prior to you coming over to my house for Fourth of July, right? Right?” YOUNG’s reply was unintelligible and SILMI said, “We did everything in the car, me and you, when we went on that trip to CVS. So when you came over to my house, you gave me a G (\$1,000). When I went upstairs to use the bathroom, I came into my bedroom and I took that G right off the books, ok.” SILMI and YOUNG continued to discuss how much YOUNG owes SILMI and later in the

conversation, YOUNG said, "Then you gave me a zip (one ounce) of the powder (cocaine) and the pills, which should have knocked eight-hundred (\$800) off of that forty-three thirteen (\$4,313)...hold on. No, I forgot to put the pills into that thirteen hundred (\$1,300), so that should be nine-teen hundred (\$1,900)." SILMI and YOUNG finished the conversation discussing how much money YOUNG owes SILMI for their prior narcotics transactions.

37. On July 5, 2016, at approximately 8:52 p.m., EMAD SILMI called ERKAN NEVZADI on the telephone. After initial greetings, SILMI said, "Hey I talked to my dude and he said if your guys buy at least two at a time (two ounces of N-Ethyl Pentylone, a.k.a. "molly," per transaction) of those, uh, one cars (one ounce of N-Ethyl Pentylone) you were coming to get for three-fifty (\$350 per ounce of N-Ethyl Pentylone)...he'll do them for three-fifty a piece (if you purchase two ounces of N-Ethyl Pentylone per transaction, my supplier will charge \$350 per ounce of N-Ethyl Pentylone). Remember how he (my N-Ethyl Pentylone supplier) went up on the ticket to four (started charging \$400 per ounce of N-Ethyl Pentylone)?" NEVZADI said, "Ok, wait so I'm confused, 'cause last time I only grabbed one (one ounce of N-Ethyl Pentylone), right?" SILMI replied, "Yeah, you know how he went up on me and I had to charge four?" NEVZADI acknowledged and SILMI then said, "So I went back to the n****, like dude you know, the dude's a wholesaler, he's not standing on the f**king corner (my N-Ethyl Pentylone supplier only sells large quantities of molly per transaction, he does not sell small amounts intended for individual use). You know what I mean? And he's like, well as long as they pick up a couple at a time, it's cool to do them at three-fifty a piece (if you purchase at least two ounces of N-Ethyl Pentylone per transaction, my supplier will charge you \$350 per ounce of N-Ethyl Pentylone)." NEVZADI replied, "Oh, for the others, ok. I though you was talking about the workout stuff." SILMI replied, "No I was talking about the other stuff." Later in the

conversation, NEVZADI asked, "So we get to go back to that three-fifty then?" SILMI replied, "Yep." NEVZADI replied, "Ok, cool, I'm gonna let him know." SILMI replied, "As long as he cops at least two, you know what I mean? (as long as your customer purchases at least two ounces of molly per transaction, my supplier will only charge \$350 per ounce of molly)." NEVZADI replied, "Right." SILMI then said, "And as soon as the dude calls me with the workout stuff, I'll call you right away." NEVZADI affirmed and then began discussing a vehicle repair or sale with SILMI.

38. On July 6, 2016, between approximately 1:28 a.m. and 10:45 a.m., NELSON BENITEZ, JR., and EMAD SILMI sent a series of text messages to each other. At approximately 1:28 a.m., BENITEZ sent a text to SILMI, "Give me a full number on the new tab and old tab (for our prior drug transactions)(.) I might be able to pall (pull) all (the money together) and start fresh plz." At approximately 10:42 a.m., SILMI replied, "2170 (you owe me \$2,170)." BENITEZ, JR. asked, "That's old and new (that's my old tab and new tab)(?)" SILMI replied, "That the new (\$2,170 is your new tab)." BENITEZ, JR. replied, "I wanna all in total plz (I want to know the total amount I owe you for our old and new drug transactions)." SILMI replied, "Old 3450 (your old tab is \$3,450)." SILMI then typed, "Add the to (two) together you will get what you (you're) asking for (\$2,170 plus \$3,450 is the total amount of money you owe me for our narcotics transactions)."

39. On July 22, 2016, at approximately, 6:39 p.m., GREGORY LOWERY called EMAD SILMI on the telephone. After initial greetings, LOWERY asked, "Is everything back, everything (do you have narcotics available for sale)?" SILMI replied, "Well no, I don't got any reggie (marijuana) right now." LOWERY asked, "No?" SILMI replied, "No." LOWERY then said, "That's what I was calling for, man." Later in the conversation LOWERY asked, "The

other thing that we talked about, is that still around.” SILMI replied, “What, the...” LOWERY clarified, “The Molly (N-Ethyl Pentylone).” SILMI replied, “Yep.” LOWERY asked, “Same thing (same quality and price as last time)?” SILMI replied, “Yep.” LOWERY then said, “Well probably sometime tomorrow (I will probably purchase some from you tomorrow). I’m gonna talk to him (my customer) right now. I’ll send you a text.” SILMI replied, “Ok.”

40. On August 17, 2016, EMAD SILMI possessed 85.31 grams of cocaine, 714.37 grams of N-Ethyl Pentylone, 4,466.4 grams of marijuana, digital scales, and other drug paraphernalia at his place of business, Global Auto Body and Collision, located 4317 West 130th Street in Cleveland, Ohio.

41. On August 18, 2016, Source 3 contacted ERKAN NEVZADI regarding the purchase of a handgun. NEVZADI advised the source to meet NEVZADI at NEVZADI’s residence, 1393 East 52nd Street, Cleveland, Ohio. At approximately 3:45 p.m., the Source arrived at NEVZADI’s residence. NEVZADI then arrived and went inside his residence, exiting it a short time later carrying a box wrapped in clothing, containing a handgun. NEVZADI then provided the source a box, a Taurus PT 788 .380 acp handgun, serial number 55928C, a key, and a six round handgun magazine.

42. On September 3, 2016, EMAD SILMI met SAMER ABU-KWAIK at U.S. Motor Sales, 4927 Brookpark Road, Parma, Ohio, for the purpose of obtaining one kilogram of cocaine from KWAIK. KWAIK provided SILMI with approximately 997.1 grams of cocaine, which was hidden within a damaged vehicle.

43. On September 23, 2016, EMAD SILMI met SAMER ABU-KWAIK at U.S. Motor Sales, 4927 Brookpark Road, Parma, Ohio, for the purpose of providing KWAIK with \$10,000 U.S. currency, as partial payment for a previous cocaine transaction between KWAIK

and SILMI. During this time, KWAIK agreed to provide SILMI with two kilograms of cocaine later that same day. Later that day, at approximately 6:21 p.m., KWAIK was observed leaving U.S. Motor Sales in a red Dodge truck. At approximately 6:33 p.m., KWAIK arrived at his residence, 7358 Meadow Lane, Parma, Ohio, exited his vehicle, and entered the residence. At approximately 6:41 p.m., KWAIK exited the residence carrying a white plastic bag, entered the Dodge truck, and departed the area. KWAIK was then stopped and found to possess approximately 2,000.1 grams of cocaine.

44. On September 23, 2016, SAMER ABU-KWAIK possessed 82,931 grams of marijuana, U.S. currency, a high-speed money counter, and drug paraphernalia at his residence located at 7358 Meadow Lane, Parma, Ohio.

45. On March 22, 2017, ANTHONY QUINN GREENLEE attempted to possess approximately 1,009.1 grams of N-Ethyl Pentylone sent from China.

46. On that same day, GREENLEE also possessed two digital scales, two thirty-round magazines of .223 rifle ammunition, one box of .223 rifle ammunition, a syringe, 16 yellow stamped pills, 27 white stamped pills, approximately 20 grams of a brown powder substance, and a cell phone at his residence located at 3006 Cleveland Road West, Apartment 8, Huron, Ohio.

All in violation of Title 21, United States Code, Section 846.

COUNT 2

The Grand Jury further charges:

On or about January 8, 2016, in the Northern District of Ohio, Eastern Division, JOHN DAVID CIARLILLO, defendant herein, did knowingly and intentionally distribute approximately 26.38 grams of a mixture or substance containing a detectable amount of cocaine,

a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 3

The Grand Jury further charges:

On or about January 14, 2016, in the Northern District of Ohio, Eastern Division, JOHN DAVID CIARLILLO, defendant herein, did knowingly and intentionally distribute approximately 30.79 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 4

The Grand Jury further charges:

On or about March 24, 2016, in the Northern District of Ohio, Eastern Division, ERKAN NEVZADI, defendant herein, did knowingly and intentionally distribute approximately 27.7 grams of a mixture or substance containing a detectable amount of N-Ethyl Pentylone, a Schedule I controlled substance analogue, as defined in 21 U.S.C. § 802(32), knowing that the substances were intended for human consumption, as provided in 21 U.S.C. § 813, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 5

The Grand Jury further charges:

On or about April 8, 2016, in the Northern District of Ohio, Eastern Division, ERKAN NEVZADI, defendant herein, did knowingly and intentionally distribute approximately 27.42 grams of a mixture or substance containing a detectable amount of N-Ethyl Pentylone, a Schedule I controlled substance analogue, as defined in 21 U.S.C. § 802(32), knowing that the

substances were intended for human consumption, as provided in 21 U.S.C. § 813, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 6

The Grand Jury further charges:

On or about April 21, 2016, in the Northern District of Ohio, Eastern Division, JOHN DAVID CIARLILLO, defendant herein, did knowingly and intentionally distribute approximately 53.88 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 7

The Grand Jury further charges:

On or about April 28, 2016, in the Northern District of Ohio, Eastern Division, JOHN DAVID CIARLILLO, defendant herein, did knowingly and intentionally distribute approximately 138.03 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 8

The Grand Jury further charges:

On or about August 17, 2016, in the Northern District of Ohio, Eastern Division, EMAD SILMI, defendant herein, did knowingly and intentionally possess with intent to distribute approximately 85.31 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 9

The Grand Jury further charges:

On or about August 17, 2016, in the Northern District of Ohio, Eastern Division, EMAD SILMI, defendant herein, did knowingly and intentionally possess with intent to distribute approximately 714.37 grams of a mixture or substance containing a detectable amount of N-Ethyl Pentylone, a Schedule I controlled substance analogue, as defined in 21 U.S.C. § 802(32), knowing that the substances were intended for human consumption, as provided in 21 U.S.C. § 813, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 10

The Grand Jury further charges:

On or about August 17, 2016, in the Northern District of Ohio, Eastern Division, EMAD SILMI, defendant herein, did knowingly and intentionally possess with intent to distribute approximately 4,466.4 grams of a mixture or substance containing a detectable amount of marijuana, a Schedule I controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(D).

COUNT 11

The Grand Jury further charges:

On or about September 3, 2016, in the Northern District of Ohio, Eastern Division, SAMER ABU-KWAIK, defendant herein, did knowingly and intentionally distribute approximately 997.1 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(B).

COUNT 12

The Grand Jury further charges:

On or about September 23, 2016, in the Northern District of Ohio, Eastern Division, SAMER ABU-KWAIK, defendant herein, did knowingly and intentionally possess with intent to distribute approximately 2,000.1 grams of a mixture or substance containing a detectable amount of cocaine, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(B).

COUNT 13

The Grand Jury further charges:

On or about September 23, 2016, in the Northern District of Ohio, Eastern Division, SAMER ABU-KWAIK, defendant herein, did knowingly and intentionally possess with intent to distribute approximately 82,931 grams of a mixture or substance containing a detectable amount of marijuana, a Schedule I controlled substance, in violation of Title 21, United States Code, Sections 841(a)(1) and (b)(1)(C).

COUNT 14

The Grand Jury further charges:

On or about March 22, 2017, in the Northern District of Ohio, Eastern Division, ANTHONY QUINN GREENLEE, defendant herein, did knowingly and intentionally attempt to possess with the intent to distribute 1,009.1 grams of a mixture or substance containing a detectable amount of N-Ethyl Pentylone, a Schedule I controlled substance analogue, as defined in 21 U.S.C. § 802(32), knowing that the substance was intended for human consumption, as provided in 21 U.S.C. § 813, in violation of Title 21, United States Code, Sections 841(a)(1), (b)(1)(C), and 846.

COUNT 15

The Grand Jury further charges:

The factual allegations in Count 1 are realleged and incorporated by reference as if fully set forth herein.

From on or about January 1, 2016, and continuing to on or about March 31, 2017, the exact dates to the Grand Jury unknown, in the Northern District of Ohio, Eastern Division, and elsewhere, the defendant EMAD SILMI, Y.E., an individual known to the Grand Jury but not indicted herein, and others both known and unknown, did knowingly and intentionally combine, conspire, confederate, and agree with each other, to knowingly and intentionally conduct and attempt to conduct a series of financial transactions affecting interstate commerce, which transactions involved the proceeds from a specified unlawful activity, that is, conspiracy to distribute and to possess with intent to distribute controlled substances, in violation of Title 21, United States Code, Section 846, knowing that the transactions involved the proceeds from some form of unlawful activity, and knowing that the transactions were designed in whole or in part to conceal the nature, location, source, ownership, and control of the proceeds from said specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); to wit: EMAD SILMI wrote the following checks from his business accounts in the total amount of \$27,000 to Y.E. during the aforementioned time period as payment for shipments of narcotics while concealing the nature of the transactions as payments relating to his auto body business and loan repayments.

<u>Date Written</u>	<u>Posted Date</u>	<u>Amount</u>	<u>Bank</u>	<u>Account Number (Last Four Digits)</u>	<u>Check Number</u>
February 16, 2016	February 17, 2016	\$8,000.00	HNB	x4220	1006
February 27, 2016	February 29, 2016	\$1,000.00	US Bank	x6289	2878

<u>Date Written</u>	<u>Posted Date</u>	<u>Amount</u>	<u>Bank</u>	<u>Account Number (Last Four Digits)</u>	<u>Check Number</u>
March 5, 2016	March 7, 2016	\$1,000.00	US Bank	x6289	2879
March 12, 2016	March 14, 2016	\$1,000.00	US Bank	x6289	2880
March 19, 2016	March 21, 2016	\$1,000.00	US Bank	x6289	2881
March 25, 2016	March 28, 2016	\$1,000.00	US Bank	x6289	3158
March 31, 2016	April 4, 2016	\$1,000.00	US Bank	x6289	3157
April 1, 2016	April 11, 2016	\$1,000.00	US Bank	x6289	3156
April 8, 2016	April 18, 2016	\$1,000.00	US Bank	x6289	3155
May 20, 2016	May 23, 2016	\$1,000.00	US Bank	x6289	2483
May 27, 2016	May 31, 2016	\$1,000.00	US Bank	x6289	2474
June 3, 2016	June 6, 2016	\$1,000.00	US Bank	x6289	2475
June 10, 2016	June 13, 2016	\$1,000.00	US Bank	x6289	2476
June 17, 2016	June 20, 2016	\$1,000.00	US Bank	x6289	2477
June 24, 2016	June 27, 2016	\$1,000.00	US Bank	x6289	2480
July 8, 2016	July 11, 2016	\$1,000.00	US Bank	x6289	2482
July 15, 2016	July 18, 2016	\$1,000.00	US Bank	x6289	2478
July 22, 2016	July 25, 2016	\$1,000.00	US Bank	x6289	2479
July 29, 2016	August 1, 2016	\$1,000.00	US Bank	x6289	2481
August 19, 2016	August 22, 2016	\$1,000.00	US Bank	x1747	1006

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS 16-26

The Grand Jury further charges:

On or about the dates and times listed below, in the Northern District of Ohio, Eastern Division, and elsewhere, the defendants listed below did knowingly and intentionally use a communication facility, to wit: a telephone, to facilitate acts constituting a felony under Title 21, United States Code, Sections 846 and 841(a):

<u>Count</u>	<u>Defendants</u>	<u>Date</u>	<u>Time (EST)</u>
16	JOHN DAVID CIARLILLO	April 26, 2016	6:27 p.m.
17	EMAD SILMI HERBERT SHAW	May 26, 2016	5:41 p.m.
18	EMAD SILMI JONATHAN SMITH	May 31, 2016	7:12 p.m.
19	EMAD SILMI SAMER ABU-KWAIK	June 3, 2016	11:46 a.m.
20	EMAD SILMI ANTHONY QUINN GREENLEE	June 12, 2016	12:42 a.m.
21	EMAD SILMI SANTANA JONES	June 15, 2016	1:02 p.m.
22	EMAD SILMI MOGAHED MUSTAFA	June 30, 2016	11:44 p.m.
23	EMAD SILMI NELSON BENITEZ, JR.	July 1, 2016	3:34 p.m.
24	EMAD SILMI CHRISTOPHER YOUNG	July 5, 2016	8:34 p.m.
25	EMAD SILMI ERKAN NEVZADI	July 5, 2016	8:52 p.m.
26	EMAD SILMI GREGORY LOWERY	July 22, 2016	6:30 p.m.

All in violation of Title 21, United States Code, Section 843(b).

FORFEITURE

The Grand Jury further charges:

For the purpose of alleging forfeiture pursuant to, 18 U.S.C. § 982(a)(1) and 21 U.S.C. § 853, the allegations of Counts 1 through 26 are incorporated herein by reference. As a result of the foregoing offenses, defendants EMAD SILMI, CHRISTOPHER YOUNG, a.k.a.

TOOTH, HERBERT SHAW a.k.a. PORK, SAMER ABU-KWAIK a.k.a. SAM KWAIK, NELSON BENITEZ, JR., a.k.a. PAPA, JONATHAN SMITH, a.k.a. JASON, JOHN DAVID CIARLILLO, ANTHONY QUINN GREENLEE, SANTANA JONES, GREGORY LOWERY, MOGAHED MUSTAFA, a.k.a. MOJO, and ERKAN NEVZADI, a.k.a. ERIC, the defendants herein, shall forfeit to the United States any and all property constituting, or derived from, any proceeds they obtained, directly or indirectly, as the result of such violations; any and all of their property used or intended to be used, in any manner or part, to commit or to facilitate the commission of such violations; and/or any property, real or personal, involved in such offenses and any property traceable to such property; including, but not limited to, the following:

- a. \$54,415.00 in U.S. Currency;
- b. Smith & Wesson 9mm pistol, Model No.SD9VR, Serial No. HEY4571, and 29 rounds of ammunition; and
- c. Smith & Wesson 9mm pistol, Model No. 669, Serial No. TAH9216, and 9 rounds of ammunition.

A TRUE BILL.

Original document - Signatures on file with the Clerk of Courts, pursuant to the E-Government Act of 2002.